

David Schuj
Interim Purchasing Services Manager

Kenneth F. Waggoner Building
201 Johnston Street
Saint George, SC 29477
Telephone: 843.563.0142



Request for Quotes
No. 2022-55

Forestry Mulching

PROJECT OVERVIEW (See Scope of Work for details)

SOLICITATION NUMBER: RFQ No. 2022- 55
DESCRIPTION OF SUPPLIES: Forestry Mulching
DEADLINE FOR QUOTE SUBMISSION: 12:00 PM Monday, May 16, 2022
OPTIONAL SITE VISIT BY APPOINTMENT: 3:00 PM Thursday, May 12, 2002
DEADLINE FOR QUESTIONS: 5:00 PM Thursday, May 12, 2002

FOR QUESTIONS or TO SCHEDULE A SITE VISIT

Alice Durr
843-560-4824 or adurr@dorchestercountysc.gov

QUOTES SHOULD BE EMAILED TO:

Alice Durr and David Schuj
adurr@dorchestercountysc.gov and dschuj@dorchestercountysc.gov

OR SUBMITTED ONLINE THROUGH ELECTRONIC SOLICITATION AT

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-feebcba670c0>

SPECIFICATIONS

Scope of Work

Project Description

Dorchester County Government (hereinafter referred to as agency) is seeking to have 7 acres of forestry mulching conducted. This work is to mulch/clear planted pine area and understory brush from a thinned tract of planted pine timber.

Site Description

This site is located at 5200 Jim Bilton Boulevard, Saint George, SC 29477. The work area consists of 7 acres of thinned planted pines (depicted on Maps attached). Work area boundaries are generally identified by grass/forest edges.

Specifications

The winning bidder (hereinafter referred to as Contractor) shall conduct forestry mulching as specified below:

- Work must be accomplished using heavy duty, wheeled or tracked vehicles with rotary grinding, FECON-style grinding heads. (**NOTE – the brand name FECON issued for comparison purposes only).
- Equipment used must have a minimum horsepower rating of 300 horsepower. Contract administrator reserves the right to determine acceptability of proposed equipment to be used.
- Dead saplings will be mulched down.
- All areas designated for grinding shall have trees, stumps, woody residue, and vegetation mulched, ground, or chipped with by-product uniformly spread over contract area.
- End-product must be accomplished by the type of wood mulching/grinding equipment specified in the “Minimum Equipment Requirements” portion of this solicitation.
- Stumps, woody residue and vegetation will be ground, chipped or mulched to height not to exceed 1” below ground level. Any surface residue/woody vegetation shall be mulched at the same time.
- Finished product shall result in uniform ground surface suitable for seeding with broadcast seeder and later maintenance with standard rotary mowing equipment.
- Contractor shall post safety / warning signs at the entrance to the area indicating persons should be alert for heavy equipment operation and to avoid coming within 300’ of the operating mulcher.
- Contractor and Contractor’s employees shall follow Best Management Practices and all OSHA safety equipment / personal protective equipment guidelines.
- Contractor shall coordinate activities near trails and roads with site manager or designee.
- Contractor will be permitted to leave heavy equipment on site. DCG will not be responsible for contractor equipment left on-site.
- The Contractor shall protect residual trees to the maximum extent possible.

Existing Conditions

The proposed work area is a pine stand that was heavily thinned in 2021. The stand has since been understory sprayed. Terrain has high and low areas, but no running streams or wetland areas and no steep ridges.

Period of Work

Work must commence after award of contract. All work must be completed no later than May 28, 2022.

Pricing

Vendor should provide lump-sum pricing.

Payment

Contractor shall invoice Dorchester County after completion. Payment will be made within thirty (30) days from the date of invoice approval.

Notification

The contractor will provide notification to Dorchester County of any accidents, injuries, or complaints by the public to allow the department to investigate these matters.

Time of Completion

Work will be completed by May 28, 2022, after Notice to Proceed.

Business Licensing

The Contractor must possess a valid Dorchester County Business License.

Damage of Property

Any damage to Dorchester County property or private property as a result of the Contractor's operation shall be immediately repaired by the Contractor. Should the repair not be instituted soon enough, or satisfactorily in the opinion of Dorchester County, County reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor. The Contractor shall rent equipment as needed to cover any equipment breakdowns.

The lowest quote that meets all requirements, as verified by the County Facilities Director, will be issued a purchase order that represents a contract between the County and the vendor. Acceptance of the purchase order by the vendor indicates acceptance of these RFQ terms and conditions as the contractual terms and conditions of this purchase.

Bid Quote:

Total price \$ _____

Authorized Signature: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone/Fax No.: _____

Comments: _____

**REQUEST FOR QUOTES (RFQ)
GENERAL TERMS AND CONDITIONS**

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF QUOTES

- A. This solicitation is being issued in accordance with the Dorchester County Procurement Policies. All proposers, and all associated sub-consultants as deemed necessary, shall be able to be properly licensed to conduct its business in Dorchester County, with all licenses, permits, and certificates as required by all local, State of South Carolina, and Federal agencies.
- B. Quotes may be electronically submitted via the Vendor Registry website; however, Dorchester County is not responsible if submissions are not received due to website errors.
- C. **Quotes submitted after the due date and time are considered “Late Quotes,” and will not be opened or considered.**
- D. Quotes may be withdrawn by written request received from the Contractor prior to the time set for opening of quotes, but not thereafter.
- E. Dorchester County reserves the right to make any changes to this RFQ, or to reject any or all quotes, or parts of any and all quotes or to accept any quote or portion thereof deemed to be in the best interest of the County, or postpone or cancel, at any time, this RFQ, or to re-solicit this RFQ, or to waive any irregularities in this RFQ or in the quotes received as a result to this RFQ. Dorchester County also reserves the right to request clarification or information from any proposer. The County is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.
- F. Any interpretation, correction or change of the RFQ documents will be made by addendum.
It is your responsibility to monitor the Procurement website by selecting Quotes/RFQ Opportunities at www.dorchestercountysc.gov for any additional information, revisions, or addenda that may be posted.
- G. No substitutions will be considered after the Contract award except by amendment or change order.

2. CONTRACTOR REPRESENTATIONS

Each Contractor by submitting a quote represents that:

- A. The Contractor has read and understands this RFQ (including all specifications, attachments, and addenda) and that their quote is made in accordance therewith.
- B. The Contractor has reviewed the RFQ, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The quote is based on the terms, materials, systems, and equipment required by this RFQ, without exception.
- D. The Contractor is qualified to provide the services and equipment required under this RFQ and, if awarded the Contract, will do so in a professional, timely manner using Contractor's best skill and attention.

3. AWARD OF CONTRACT

- A. The contract will be awarded to the most responsive and responsible firm meeting the specifications of the County. Although cost will be a consideration, the award will be based on cost, consistent with the desired quality of service needed for effective use.
- B. The County reserves the right to 1) reject any or all quotes and any part of a quote; 2) waive informalities, technical defects, and minor irregularities in quotes received.
- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this RFQ.

4. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action, or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement, and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of or resultant from any negligent act, error, or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement, and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the

Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

5. STATE AND LOCAL TAXES

Except as otherwise provided, Quotes shall *include* all applicable state and local taxes.

The successful Contractor shall calculate that portion of the Contract which is subject to the seven percent (7%) sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the successful Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The successful Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon, or billed to the County because of the successful Contractor's failure to pay any tax of any type due in connection with this Contract.

The successful Contractor shall ensure that the above sections are included in all subcontracts and sub- subcontracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

6. DRUG-FREE WORKPLACE ACT

By submitting a quote, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

7. INSURANCE REQUIREMENTS

The successful Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees, or subcontractors.

A. Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Dorchester, its' officers/ officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.

- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees, and volunteers.
- h. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

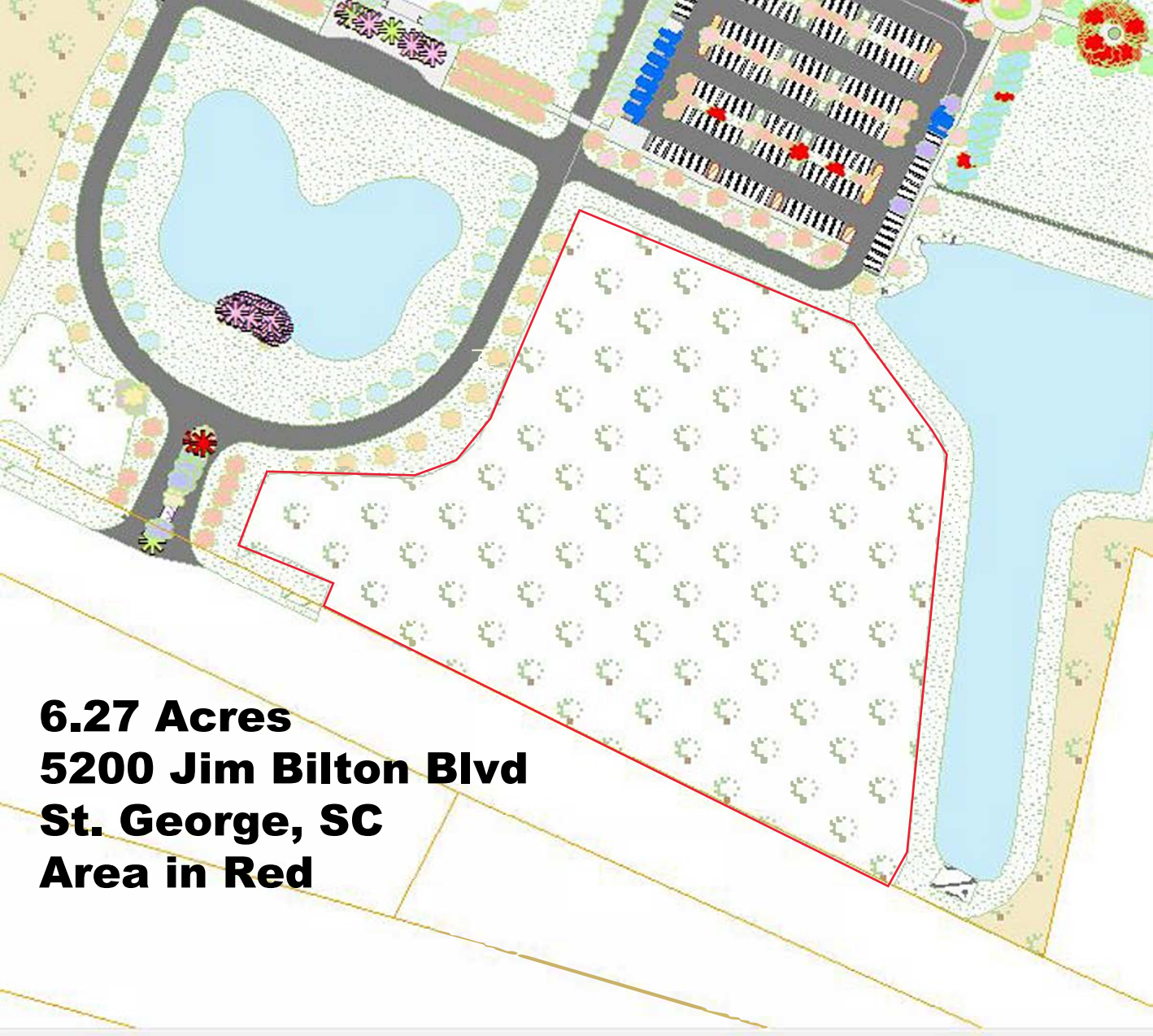
8.

INSPECTION

The purchased services shall be subject to inspection by the County. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the RFQ requirements.



6.27 Acres
5200 Jim Bilton Blvd
St. George, SC
Area in Red



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